

**West Liberty University
Board of Governors**

Minutes

March 5, 2013

Attendance:

Beverly Burke, Richard Carter, Brian Joseph, Paul Limbert, Ann Thomas, Carrie White, LeeAnne Yeater

Unable to Attend:

Lisa Allen, George Couch, Patrick Kelly, Rob Marks

Administration/Faculty/Staff:

Robin Capehart, Mary Ann Edwards, John Gompers, Jack Wright

1. Call to Order:

Chair Carter called the meeting to order at 9:02 a.m.

2. Chairperson Comments:

Chair Carter stated that there is one order of business today and that is to discuss the Contract of Pledge with regard to the Roadworthy property and it being presented to West Liberty University as a gift from Gary West, or West Rentals, Inc. as stated in the Pledge document.

3. Action Items*:

Contract of Pledge with West Rentals, Inc.

As a Board a motion was passed to accept the Roadworthy property as explained at the last meeting, subject to that written document. Some provisions were different in the Pledge document than were originally passed in August or October. The Pledge document has subsequently been revised and Chair Carter asked that either John Gompers or Jack Wright provide the group with the changes; features that have changed in the current document versus what was originally passed. We can discuss anything in the document that we need to discuss but the changes need to be presented.

Jack Wright stated that the major change between what was presented to the Board previously and the current document is that WLU originally was to get the small building that is directly behind the restaurant. Mr. West decided that he wanted to split that out and turn it into two apartments. In this agreement it reads that .262 acres and the building were taken out and left the University with about .8 acres, which includes the same things as before; the building, the parking lot, the path, and the parking lot below.

The major changes included two items, one on page six and page eight, where originally the University was to pay for the upkeep of certain items; the University will now be reimbursed for these items. John Gompers stated that Mr. Wright touched on the fact that from the Letter of Intent discussed by the Board in August of 2012 the grant shrunk from 1.4 to .808 acres. The fact remains that the acreage and building are a valuable asset even though the donation has shrunk.

Several points needed to be adjusted from the previous letter of intent; one was that the donor had in the Contract of Pledge, for some reason, to limit the use of the facility as an event center. The donor agreed to adjust exclusive use of the facility to include any other use permissible by the University, which gives WLU the ability down the road to use it as a classroom or administrative offices.

Also in the original letter of intent, WLU was going to be responsible for snow removal for the roadway in and up to the cabin area retained by West Rentals, Inc. In the new contract the donor, or West Rentals, Inc., assumes responsibility for snow removal for the entire roadway. The Contract of Pledge also neglected to grant WLU the use of the lower parking lot, walkway from the lower lot up to the donated property, and the sewage pump located on the donor's adjacent property. That has now been included in the Contract of Pledge so WLU will have use of those areas.

The provision was in there that another of the various duties and responsibilities of WLU was the maintenance and upkeep of the roadways, lights, drains, and culverts. The change was that WLU will be put in charge of those responsibilities, but if West Rentals, Inc. sells off any of the adjacent property, those individuals who buy the property, not WLU, will have to chip in on cost of the roadways, street lights, etc. The final deletion from the Contract of Pledge is that the donor wanted WLU to indemnify and hold harmless West Rentals, Inc. for any liability that might be incurred as a result of actions of WLU and the use of the donated facility. Under State law WLU cannot indemnify and hold harmless anybody, so that section was deleted, along with the request for WLU to provide insurance coverage.

Chair Carter asked that as we go forward regarding maintenance of the roadways, not the snow removal specifically mentioned; to whom does the responsibility lie? Mr. Gompers stated WLU, but only up to the end of the donated property, nothing beyond. Chair Carter asked if WLU maintains the road but not snow removal, to which Mr. Wright stated just the upper and lower parking lots; the remainder is the responsibility of West Rentals, Inc.

Ann Thomas asked who is liable if there is a problem on the property. Mr. Gompers stated it is handled like anybody's home owners insurance. WLU is insured through the State of West Virginia; we have liability and property damage so we're covered for what is contained in the Agreement. The adjacent property owner wanted us to cover them but we cannot, so that was deleted from the Agreement.

Bev Burke noted on page 6, item 9, the University is responsible for paying for a water meter to be installed for the cabins which we do not own; why is this WLU's responsibility? Mr. Wright stated that the waterline coming into the property has only one meter for the entire property. After discussing it with Mr. West, WLU agreed to split the water coming into the main property with one meter for the restaurant and one for his property, and we agreed to pick up the cost. Mr. Gompers stated the reason for the separation was so they could pay for their water and WLU pay for ours.

Mrs. Burke noted on page 3, item 3, naming the building The Gary West – West Liberty University Event Hall. This is a generous donation but shouldn't WLU come first in the name? Mr. Wright stated that this has been switched on a sign that he will show Mr. West tomorrow; WLU is in front. Chair Carter asked if there were any other questions or comments; there were none.

A motion was then made that the West Liberty University Board of Governors accept the Contract of Pledge agreement as written for the acquisition of the Roadworthy portion of the property provided in the Pledge, and that the President of West Liberty University is hereby authorized to execute said Pledge by Brian Joseph and seconded by Ann Thomas; motion passed unanimously.

4. Adjournment:

The meeting adjourned at 9:16 a.m.

Richard Carter

Chair

Paul Limbert

Secretary